

**2017 Reservation Form and Agreement for Social Functions and Entertaining at
The Indian Creek Cove Homeowners Association Swimming Pool and Related Facilities**

This reservation form must be completed and returned at least 7 days prior to your event to
Elise Brooks at Hughes Properties, Inc., 4910 Corporate Drive, Suite C, Huntsville, AL 35805.
Email: elise@hughes-properties.com. Fax 256-430-3409

1. **Purpose.** This policy defines the restrictions for reserving and conducting social functions and entertaining (“events”) at the Indian Creek Cove Homeowners Association, Incorporated (“ICC HOA”) pool and related facilities. The “pool and related facilities” includes the pool itself, the surrounding deck, the pool cabana and its appurtenances, pool gates and fences, various ICC HOA-owned furnishings within the pool fence line, the pool parking area, and the ICC HOA Common Areas immediately adjacent to the pool. The pool and related facilities are hereafter referred to simply as the “pool”.
2. **Pool Event Reservation Privileges.** ICC HOA Members (“Members”) may reserve the pool for events on a “first come, first served” basis during the part of the year that the pool is open. ICC Owners who are not ICC HOA Members do not have this privilege, in accordance with the distinction between an “Owner” and a “Member” as defined in the current Indian Creek Cove Bylaws. The ICC HOA Pool Committee and the ICC HOA Board of Directors reserves the right, in their sole and unfettered discretion, to deny pool event reservation privileges, or pool usage privileges in their entirety, to Members who have established a history of abusing said privileges.
3. **Limitation on the Number of People at Pool Events.** Events at the pool shall be limited to a maximum of fifteen (15) people including the Member making the reservation. A reservation is not required for events including five (5) or fewer people, not counting any attendees whose legal address is the same as the Member reserving the pool. Only one Member from a single ICC residence may reserve the pool at any one time.
4. **Pool Reservation Requests.** Members wishing to reserve the pool shall submit their request beforehand to the ICC HOA Pool Committee. Members should email their reservation request to Elise Brooks at Hughes Properties at elise@hughes-properties.com. The email request shall contain a description of the planned event, including the date, time, and expected number of guests. The ICC HOA Pool Committee shall determine whether to grant or deny the request.
5. **Condition of the Pool.** Upon receiving approval from the ICC HOA Pool Committee, each Member wishing to reserve the pool shall sign this **Reservation Form and Agreement** and **submit a \$50 cleaning/damage deposit** to Hughes Property no fewer than seven (7) calendar days prior to the event. Hughes Property will refund the deposit within five (5) business days after the event if the pool is clean and if no damage has been sustained, normal wear and tear excepted, from the activities associated with the event. It is the responsibility of the Member reserving the pool to determine if there is any evidence of damage or unclean conditions before the event; the Member shall notify the ICC HOA Pool Committee in a timely fashion so that these poor conditions can either be remedied or noted so as not to affect the refund of the cleaning/damage deposit. After the event, but prior to leaving the pool area, the Member reserving the pool is responsible for properly removing all trash produced by the event, for cleaning the pool areas affected by the event, and for returning all furnishings to their normal positions.
6. **Compliance with Pool Rules.** The Member reserving the pool shall be responsible for the familiarization and compliance of his or her guests with the current Pool Rules and Regulations, which can be found on the ICC HOA website: <http://indiancreekcovehoa.com/poolinformation.html>
7. **Non-Interference with other Members.** The Member reserving the pool shall ensure that the event, including all on-site preparation and post-event cleanup activities, does not interfere with the normal use of the facilities by other Members and their guests.
8. **Presence of the Member during the Event.** The Member reserving the pool shall be present at the event at all times.
9. **Responsibility for Damages.** The Member reserving the pool shall be responsible for any and all damages to any facilities or areas within the Indian Creek Cove subdivision that are caused either by them or by their guests attending their event, while preparing for their event, or while participating in post-event cleanup. The liability of the Member

reserving the pool is not limited to the amount of the \$50 cleaning/damage deposit; all provisions for recovering damages and expenses as defined in the ICC HOA Bylaws shall apply.

10. **Music and Noise Restrictions.** Music and noise level shall be such that it does not disturb adjacent homes or other Members using the pool. Live music or bands are not permitted. The event will be immediately terminated if the Member reserving the pool is asked more than once to reduce the volume of music or the amount of noise emanating from the event.
11. **Alcoholic Beverages Restrictions.** The ICC HOA does not promote the consumption of alcoholic beverages at the pool, but neither is it prohibited except as provided for by applicable local and state laws. Whether for alcoholic or non-alcoholic beverages, glass and other breakable materials shall not be brought into the pool. The Member reserving the pool shall be responsible for his or her own and for his or her guests' alcohol consumption. Neither the ICC HOA Board of Directors nor the ICC HOA Pool Committee shall bear any responsibility or liability for any consequences of alcohol consumption at the pool.
12. **Event Duration and Pool Closing Time.** No event shall last more than four (4) hours. All events, including post-event cleanup, must be over by 9:00 p.m. local time.
13. **Termination of Event.** The ICC HOA Pool Committee and the ICC HOA Board of Directors have the right, in their sole and unfettered discretion, to terminate any event at the pool that they deem "out of control", harmful to other Members, in violation of ICC HOA pool rules, or where there is reason to believe illegal activities are taking place or are likely to take place, or where there is reason to believe that the ICC HOA or the Members or their guests are at risk for appreciable harm, including damage to the pool.
14. **Cancellation of Event by Member.** The Member reserving the pool may cancel their reservation by emailing the ICC HOA Pool Committee at icchoapool@yahoo.com or Elise Brooks at Hughes Properties at elise@hughes-properties.com no later than twenty-four (24) hours before the scheduled start of the event; this is considered a "valid" notification of cancellation. Hughes Property shall have ten (10) business days after receiving a valid notification of cancellation to return the cleaning/damage deposit, if the Member had paid such a deposit. The ICC HOA shall not be liable for more than the submitted cleaning/damage deposit amount if the event is cancelled. Failure to notify the ICC HOA Pool Committee twenty-four (24) hours in advance of the scheduled start of the event constitutes forfeiture of the deposit unless the ICC HOA Pool Committee deems that the late cancellation was unavoidable due to circumstances beyond the control of the Member reserving the pool.
15. **Cancellation of Event by ICC HOA.** The ICC HOA Pool Committee or ICC HOA Board of Directors may cancel an event that a Member has already reserved. This will generally only be done if the condition of the pool cannot be suitably remediated in time for the event, or the existence of a state of emergency or various Acts of God, or other events or conditions that actually or potentially prevent the safe, healthful, and peaceful use of the pool by the Member and their guests. In such a circumstance, the ICC HOA Pool Committee shall contact the Member as soon as it is practical to do so. Hughes Property shall return the cleaning/damage deposit, if one had been paid, to the Member within ten (10) business days after the scheduled date of the event. The ICC HOA shall not be liable for more than the submitted cleaning/damage deposit amount if the event is cancelled.
16. **Exceptions to this Policy.** Exceptions to this policy may be provided for ICC HOA sponsored events at the sole and unfettered discretion of the ICC HOA Board of Directors.
17. **Warranty.** While it is hoped that the pool is a beneficial resource to the Member, neither the ICC HOA Board of Directors nor the ICC HOA Pool Committee makes any warranty about the suitability or fitness of the pool for any purpose.
18. **Reservation of ICC HOA Rights.** The ICC HOA Board of Directors reserves all rights not specifically enumerated in this policy. Nothing in this policy supersedes applicable ICC HOA Bylaws, Covenants, or applicable local, state, or federal statutes and regulations.

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By signing below I acknowledge the 2017 Reservation Form and Agreement for Social Functions and Entertaining at The Indian Creek Cove Homeowners Association Swimming Pool and Related Facilities document and verify that I, and all members of my party, will abide by the guidelines as well as any other posted pool rules. Failure to comply with the rules will result in termination of your household's right to host pool parties as well as temporary or permanent suspension of your access privileges.

Signed: _____ **Date:** _____

Printed Name: _____

ICC Address: _____

Mailing Address (if different): _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Event Date: _____ Event will Begin: _____ End: _____

Type of Party (Ex: birthday, team function, etc.): _____

Number of Adult guests: _____ Number of Child guests: _____

Do you wish to reserve the glass tables under the cabana?

No: _____ Yes (1 table): _____ Yes (2 tables): _____